

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

| | | |
|-------------------|---|--------------------|
| ALEXIS TURNER, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | No. 4:16CV2158 HEA |
| |) | |
| FISERV SOLUTIONS, |) | |
| |) | |
| Defendant. |) | |

OPINION, MEMORANDUM AND ORDER

This matter is before the Court on Defendant’s Motion to Dismiss and to Compel Arbitration, [Doc. No. 8] and Plaintiff’s Motion to Compel Arbitration and Stay Proceedings, [Doc No. 13]. For the reasons set forth below, the Motion to Compel Arbitration is granted and the motion to stay is granted.

Background

Plaintiff filed this action against Defendant claiming she was discriminated against, harassed, and retaliated against based on her age and alleged disability in violation of the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.* (“ADEA”) and the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, *et seq.*, (“Rehabilitation Act”).

Plaintiff is a former employee of Defendant. She executed a “Mutual Agreement to Arbitrate Claims,” which provides that any and all disputes arising

from or related to Plaintiff's employment, including discrimination, harassment or the termination of employment shall be arbitrated.

Considerations to Compel Arbitration

Before compelling arbitration, a district court must determine (1) whether there is a valid arbitration agreement and (2) whether the particular dispute falls within the terms of that agreement. *Robinson v. EOR-ARK, LLC*, 841 F.3d 781, 783 (8th Cir. 2016). Any doubts raised in construing contract language on arbitrability should be resolved in favor of arbitration. *CD Partners, LLC v. Grizzle*, 424 F.3d 795, 795 (8th Cir. 2005).

Under Section 2 of the Federal Arbitration Act (FAA), "written arbitration agreements [are] valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of a contract." *Anderson v. Carlisle*, 129 S.Ct. 1896, 1901 (2009). Section 2 "creates substantive federal law regarding the enforceability of arbitration agreements, requiring courts to place such agreements upon the same footing as other contracts." *Id.* (quotations omitted). "Section 3, in turn, allows litigants already in federal court to invoke agreements made enforceable by Section 2." *Id.* "That provision requires the court, on application of one of the parties, to stay the action if it involves an issue referable to arbitration under an agreement in writing." *Id.*

The Arbitration Agreement is “valid, irrevocable, and enforceable” under the FAA. The dispute between Plaintiff and Defendant falls within the terms of those Agreements. The dispute must go to arbitration for the claims. The parties agree that this matter should be arbitrated, however, Defendant seeks dismissal of this action and while Plaintiff seeks a stay until the arbitration is completed. The Court sees no harm in staying the matter to ensure the timely arbitration of this matter. Therefore, the stay will be granted.

Conclusion

Based on the foregoing, the Motion to Compel Arbitration and Stay Proceedings will be granted.

Accordingly,


IT IS HEREBY ORDERED that Plaintiff’s Motion to Compel Arbitration and Stay Proceedings, [Doc No. 13], is **granted**.

IT IS FURTHER ORDERED that the hearing set for January 9, 2018 is vacated.

IT IS FURTHER ORDERED that the Clerk of Court shall administratively close this matter. The parties shall notify the Court of the resolution of the arbitration in a timely matter. Further Court action in this matter

will be determined after such notice.

Dated this 15th day of December, 2017.



HENRY EDWARD AUTREY
UNITED STATES DISTRICT JUDGE